

STATE OF MICHIGAN
COURT OF APPEALS

GARY JAMES WHITMORE and ROSALYN
WHITMORE,

UNPUBLISHED
June 26, 2001

Plaintiffs-Appellants,

v

No. 216132
Macomb Circuit Court
LC No. 98-002673-NO

FORD MOTOR COMPANY,

Defendant-Appellee.

Before: Sawyer, P.J., and Griffin and O'Connell, JJ.

PER CURIAM.

Plaintiffs appeal as of right from a circuit court order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(7) (claim barred by prior release). We affirm.

Plaintiff Gary Whitmore was injured in an automobile accident. After plaintiffs filed suit against others involved in the accident, they settled the action and signed a release expressly discharging liability against "all other persons, firms or corporations liable or who might be claimed to be liable . . . from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, and particularly on account of all injuries, . . . which have resulted or may in the future develop from" the subject automobile accident. Plaintiffs subsequently brought this action against defendant, as the manufacturer of the car in which plaintiff Gary Whitmore was a passenger. Defendant moved for summary disposition, alleging that plaintiffs' action was barred pursuant to the terms of the prior release. The trial court granted the motion. Plaintiffs now appeal.

The interpretation of the release was a question of law for the court to decide. *Cole v Ladbroke Racing Michigan, Inc*, 241 Mich App 1, 13; 614 NW2d 169 (2000). As this Court observed in *Cole, supra* at 13-14:

The scope of a release is governed by the intent of the parties as it is expressed in the release. If the text in the release is unambiguous, the parties' intentions must be ascertained from the plain, ordinary meaning of the language of the release. A contract is ambiguous only if its language is reasonably susceptible to more than one interpretation. The fact that the parties dispute the meaning of a release does not, in itself, establish an ambiguity. [Citations omitted.]

Here, the release signed by plaintiffs expressly releases from further liability the driver “and all other persons, firms or corporations liable or who might be claimed to be liable . . . from any and all claims, . . . causes of action or suits of any kind or nature whatsoever” for “all injuries” resulting from the accident. We agree with the trial court that this language is clear and unambiguous and bars plaintiffs’ present action. Defendant clearly fits within the class of persons released from liability. Further, the release clearly and unambiguously extends in scope to “causes of action or suits of any kind or nature whatsoever,” which clearly encompasses plaintiffs’ present action. *Meridan Mut Ins Co v Mason-Dixon Lines, Inc (On Remand)*, 242 Mich App 645, 649-650; 620 NW2d 310 (2000); *Romska v Oppen*, 234 Mich App 512, 515-516; 594 NW2d 853 (1999).¹ Accordingly, the trial court properly granted defendant’s motion for summary disposition.

Affirmed.

/s/ David H. Sawyer
/s/ Richard Allen Griffin
/s/ Peter D. O’Connell

¹ Our Supreme Court’s recent decision in *Batshon v Mar-Que General Contractors, Inc*, 463 Mich 646; 604 NW2d 923 (2001), does not change the result. The release involved in *Batshon* was more limited and the Court expressly noted, *supra* at 650, n 1, that the release therein did not have the broad wording comparable to the releases in *Meridian* and *Romska*, *supra*.